



Michigan's Postsecondary Data Repository

When Michigan agreed to accept State Fiscal Stabilization Fund (SFSF) dollars under the American Recovery and Reinvestment Act of 2009 (ARRA), we also agreed to four education assurances. One of these assurances is that the state of Michigan will connect preschool through postsecondary education data to the labor force to evaluate public education's effectiveness at preparing students for postsecondary education and the workforce. Connecting PK-12 to postsecondary education data requires that the state-assigned student Unique Identification Code (UIC) assigned and maintained by the Center for Educational Performance and Information (CEPI) be exchanged among institutions and used at all education levels.

File Upload

In order to fulfill these requirements, Michigan must collect and store portions of each student's academic record in a data repository for analysis. Originally, CEPI proposed to collect the required data via the transcript, but during preliminary development stages, CEPI learned that a transcript would not provide all the necessary information. Based on feedback received from postsecondary representatives, CEPI has developed, in conjunction with its vendor, a system called the Student Transcript and Academic Record Repository (STARR), which will allow postsecondary institutions to send data files containing student academic records in the postsecondary electronic standards council (PESC) XML format using a Web upload interface. Postsecondary institutions will upload files containing the data elements specified in the published format for all enrolled students.

Supplementary to this contract is a document containing the data elements to be included in the student academic record file (referred to as "Attachment A"). These data elements were suggested and reviewed by several postsecondary registrars and institutional researchers. To view this document, go to the CEPI Web site at www.michigan.gov/cepi, click on the blue "e-Transcripts" tab at the left and then click on the "Attachment A - Data Elements for Repository" link.

Roles and Responsibilities

- Postsecondary institutions will provide the necessary data elements in the proper format specified in Attachment A to CEPI's vendor for storage in the state's data repository.
- CEPI will provide communication and timelines to postsecondary institutions regarding the repository and file upload process.
- CEPI will pull data from the repository and load them into the Michigan Statewide Longitudinal Data System (MSLDS) where they can be connected and used to complete reports required by the America Competes Act.

Data Custodianship

- Once data are uploaded by the postsecondary institution to the repository, CEPI's vendor is contracted to securely store the data on CEPI's behalf.
- Other than the technical management aspect supplied by CEPI's vendor, only select CEPI staff members will have access to the data stored in the repository via an authenticated secure login.
- Pursuant to the section in the service agreement referencing data ownership (point 5), the Contributor of the data (the postsecondary institution) is the owner of the data. Once the data are uploaded to Docufide, CEPI becomes the custodian of the data.
- As custodian of the data contained in the repository, CEPI will aggressively address all security violations.

Data Destruction

- If/when CEPI requests that its vendor no longer store the data in the repository, CEPI will notify the vendor, in writing, of the destruction request. The vendor will then provide CEPI with a written certification of data destruction.

The P-20 Advisory Council, created by executive order, will solidify timelines for data upload. The Council will also inform CEPI of policy implications for various MSLDS data items being used for longitudinal analysis and recommend research questions and policy issues to be addressed via the MSLDS. For information on the MSLDS, visit www.michigan.gov/cepi and click on the blue "Michigan Statewide Longitudinal Data System" tab at the left.

To help ensure that the state's postsecondary institutions retain their federal stimulus dollars under ARRA, CEPI requests that you read the attached STARR agreement for the data repository. Independent postsecondary institutions are not required to submit student academic records under ARRA to the state, but are encouraged to participate so the data set is complete and analyses are more accurate. Please have an authorized staff member at your institution sign and fax this agreement back to Docufide by **November 1, 2010**.

The State of Michigan has signed an agreement with Docufide, Inc., a California corporation (“Docufide”), to provide its Student Data Repository Service (the “Service”) to The Center for Educational Performance and Information (“CEPI”). The Service, to be referred to as the Student Transcript and Academic Record Repository (“STARR”), consists primarily of Docufide creating a student data repository and twice annually, collecting data in a specified format from participating secondary and postsecondary institutions (a “Contributor”) and the storing of such data for the benefit of CEPI. The data will then be made available to authorized individuals from CEPI.

The purpose of this agreement is to summarize for you, as a Contributor, the significant aspects of the CEPI/Docufide relationship, and the requirements of the data collection process. This document is merely a summary and is qualified in its entirety by the provisions of Docufide’s contract with The State of Michigan dated July 15, 2009, as amended and renewed from time to time (the “Master Agreement”). In the event of a conflict between this letter agreement and the Master Agreement, this letter Agreement shall prevail. The respective requirements and understandings of Docufide and Contributor with respect to the foregoing data collection process are as follows:

DOCUFIDE’S DUTIES.

- A. Twice yearly Docufide will be responsible for receiving from each Contributor student record data, in the specified format, and storing it for CEPI as described in Attachment A, which may be amended from time to time to satisfy the requirements of CEPI. Docufide will inform Contributor and CEPI when it receives records that do not adhere to the specified format.
- B. Docufide will allow Contributors to upload documents through a secure web upload at the Docufide.com website. Docufide will also supply systems and personnel to manage the performance of the operational and customer support tasks associated with STARR. If Docufide chooses to make any proprietary client software (“Software”) available to the Contributor, Docufide grants to Contributor a non-exclusive, non-transferable license to use such Software solely in connection with the Services.
- C. Docufide will maintain, and upgrade from time to time, electronic security over its computer servers, such as password protections, SSL encryption, firewalls and other security measures. Docufide’s computer servers will be located in physically secure facilities, with access limited to employees or agents authorized to administer the Services.
- D. Docufide will provide Contributor, at no charge, reasonable training in the use of STARR.

2. CONTRIBUTOR’S DUTIES.

- A. Record Format. Contributor will, in conjunction with Docufide and CEPI, implement the required report format, described in Attachment A, for all student record information that is to be uploaded to Docufide. This standard report format shall be referred to as the CEPI Data File (“CDF”) format. Docufide is not required to accept data in any format other than CDF.

B. Data Collection. Contributor shall, twice yearly within the dates specified by CEPI (determined by the P-20 Advisory Council), provide the required student information using the CDF format. Contributor will promptly assist CEPI to resolve all data clarification issues.

C. Record Delivery. Contributor is solely responsible for the completeness, accuracy, and the timely delivery of all student record information and other documents it provides to Docufide.

D. Security. Contributor shall be responsible for securing Contributor's private passwords against unauthorized use or disclosure, and if Contributor uses Docufide's proprietary Software Contributor will protect Contributor's computer(s) on which the Software is loaded against any unauthorized access.

E. Restrictions. Contributor will not: (i) provide any third parties access to the Software; or (ii) use the Software or Services in any manner which violates Docufide's standard terms of use or privacy policies or any applicable laws or (iii) knowingly introduce viruses or otherwise cause harm to the Software.

3. TERM AND TERMINATION. The Term of this Agreement shall be from the date executed by Contributor until the termination of the Master Agreement; provided that either party may terminate this Agreement, in its sole discretion, by providing at least thirty (30) days written notice to the other party, which may be delivered by email. Upon termination, Contributor shall remove all Software from their computer systems and cease all use in any manner of the Software and Services.

4. WARRANTIES/INDEMNITIES.

A. Infringement. Docufide will defend and hold Contributor's harmless from any claim or action against Contributor's for (a) infringement by the Software or Services of any registered U.S. patent or copyright of any third party, and (b) gross negligence or intentional misuse by Docufide of any Student Transcript or other student information received by it under this Agreement.

B. Warranty. Docufide represents and warrants that: (i) neither the Software nor Services will alter the Student Transcript/Student Academic Record to create inaccuracies therein; (ii) it will take commercially reasonable measures to avoid interruption of the Services other than scheduled down times for service and maintenance; and (iii) the security levels set forth in Docufide's standard security policies then in effect will be maintained. DOCUFIDE MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES AND SOFTWARE AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY FREEDOM FROM SERVICE INTERRUPTION OR LOSS OF DATA.

C. Limitation of Liability. *IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE SOFTWARE OR SERVICES, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO CLAIM MAY BE MADE UNDER THIS AGREEMENT LATER THAN ONE YEAR AFTER THE TRANSMISSION OF THE APPLICABLE TRANSCRIPT/STUDENT ACADEMIC RECORD.*

5. OWNERSHIP. Contributor shall be the owner of student data, subject to the right of Docufide to retain and deliver such information under the Master Agreement, and Docufide shall be the owner of the Services, Software and intellectual property rights therein. Contributor's will not reverse engineer, decompile, or create derivative works of any of Docufide's Service offerings or Software.

6. CONFIDENTIAL INFORMATION. Each party shall maintain in strict confidence and shall use and disclose only as authorized by the other, all information that it receives under this Agreement which is of a confidential nature (including, without limitation, the terms of this Agreement and the specifications and materials delivered by Docufide pursuant hereto) concerning the other party's operations, employees, customers or students ("Confidential Information").

7. MISCELLANEOUS. This Agreement shall be governed by the laws of the State of Michigan and subject to the exclusive jurisdiction of the Michigan courts. Any notice required or permitted to be given under this Agreement may be delivered to Contributor, by mail, postage prepaid, return receipt requested, or at the e-mail addresses provided by Contributor for such purposes, and if to Docufide such notices must also be sent by mail, postage prepaid, return receipt requested, to Docufide at the address first set forth above.

Agreed and accepted as of the date below.

"Docufide"	"Institution"
By: /s/John Reese Printed Name: John Reese Title: President & CEO	Name of Institution: _____ Date: _____
Address: 1990 S. Bundy Drive, #790 Los Angeles, CA 90025	Signed By: _____
E-mail: <u>john.reese@docufide.com</u>	Printed Name: _____ Title _____
Phone: 310.309.3722	Address: _____
	Address: _____
	E-mail Address: _____
	Phone: _____ ext. _____

*When this form is completed please fax a copy of this page to Docufide at 800.708.0855 so that we can begin to quickly set up your College.
Then mail original of this page to: Docufide, Inc. 1990 S. Bundy Drive, Suite 790 Los Angeles, CA 90025*

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Service Agreement Addendum

Michigan's Center for Educational Performance and Information (CEPI), in conjunction with its vendor, Docufide, Inc., released updated service agreements for compliance with the American Recovery and Reinvestment Act of 2009. Feedback received by CEPI resulted in this addendum to clarify points of interest.

- A) Data will be uploaded to the Student Transcript and Academic Record Repository (STARR) twice annually or as otherwise determined appropriate by the P-20 Advisory Council.
- B) CEPI will make every attempt to provide institutions with advance notification (usually six months) of Service Agreement and/or Attachment A amendments or changes.
- C) Any Non-Disclosure Agreements currently in effect between the parties are hereby incorporated into this Agreement by reference. Information shall not be deemed Confidential Information if it is (i) generally available to the public, (ii) released by the disclosing party without restriction, (iii) independently developed by the receiving party without use of Confidential Information of the disclosing party or (iv) acquired by the receiving party from a third party without similar restriction, without breach of this Agreement.

Notwithstanding anything to the contrary in the Agreement, Docufide will have access to student data and other personally identifiable information ("Education Records") as defined by the Family Education Rights and Privacy Act (FERPA). Docufide acknowledges that Contributor is subject to FERPA. Docufide's access to the Education Records is necessary to provide the Service. Except as otherwise provided under this Agreement, Docufide further acknowledges that, pursuant to FERPA and other state and federal privacy and confidentiality laws, it will not redisclose the Education Records. Docufide represents and warrants that (i) it will comply with the requirements of FERPA and the United States Department of Education regulations promulgated thereunder; (ii) it will only allow employees who have a legitimate educational interest, in the course of performing Service, access to the Education Records, provided that such employees agree to retain the confidentiality of such Education Records and (iii) it will not use the Education Records for any purpose other than providing the Service.

Docufide will report any unauthorized use or disclosure of the Education Records to Contributor and CEPI within one (1) business day after discovering the same. The report will identify (i) the nature of the unauthorized use or disclosure, (ii) the Information used or disclosed, (iii) the person(s) and entities that made the unauthorized use or received the unauthorized disclosure, (iv) actions taken by Docufide or actions Docufide will take to mitigate the effect of the unauthorized use or disclosure and (v) corrective action Docufide has taken or will take to prevent future similar unauthorized use or disclosure. Docufide will provide other information, including a written report, as reasonably requested by Contributor.

Docufide will indemnify, defend and hold Contributor harmless from any and all claims, liabilities, damages and judgments, including Contributor's actual costs and actual attorney fees, resulting from Docufide's failure to comply with the terms of this section. These confidentiality requirements shall survive the termination of this Agreement.

Agreed and accepted as of the date below.

<p>"Docufide"</p> <p>By: /s/John Reese Printed Name: John Reese Title: President & CEO</p> <p>Address: 1990 S. Bundy Drive, #790 Los Angeles, CA 90025</p> <p>E-mail: john.reese@docufide.com</p> <p>Phone: 310.309.3722</p> <p>"CEPI"</p> <p>By: /s/Thomas Howell Printed Name: Thomas Howell Title: Director</p> <p>Address: 608 West Allegan Street, 2nd Floor Lansing, MI 48913</p> <p>E-mail: howellt@michigan.gov</p> <p>Phone: 517.241.4376</p>	<p>"Institution"</p> <p>Name of Institution: _____ Date: _____</p> <p>Signed By: _____</p> <p>Printed Name: _____ Title _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>E-mail Address: _____</p> <p>Phone: _____ ext. _____</p>
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